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 4 Tel:702-243-3427
 5 Plaintiff in Pro Per

2012 SEP 24 A 3 54

6 **UNITED STATES DISTRICT COURT**
 7 **DISTRICT OF NEVADA**

8 Joseph A. Guerra,
 9 Plaintiff,

10 vs.

11 JUST MORTGAGE, INC.; CHASE HOME
 12 FINANCE, LLC; MERS and
 13 DOES 1-10;

14 Defendants.

Case No.: 2:10-cv-00029-KJD-RJJ

**RESPONSE TO OPPOSITION OF
 DEFENDANTS CHASE/MERS TO
 PLAINTIFF'S MOTION FOR
 EXTENSION OF DEADLINE**

15 Plaintiff is responding to Defendants Chase/MERS Opposition
 16 To My Motion For Extension Of Deadline which is supported by the
 17 following:

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **A.** Plaintiff was well aware of the Rule of 16(f), but in
 20 Plaintiff's opinion that the Magistrate Judge did not follow the
 21 Plain Language of Rule 16(f) and my rights. Besides the
 22 Magistrate Judge failed to identify the Code of Written Law and
 23 Case Laws which support his Ruling in (Doc.#105). Moreover, an
 24 Order awarding attorney's fees will be deemed "fundamentally
 25 erroneous on its face" when the Court fails to make specific
 26 findings as to the hourly rate, the number of hours reasonably
 27 expended, and the appropriateness of reduction or, enhancement
 28

1 factors as required in Fowler v. First Federal Savings and Loan
2 assn. of Defuniak Springs, 643 So. 2d. 30, 33 (Fla. 1st DCA
3 1994). If the Court decides to adjust the loadstar, it must
4 state the grounds on which it justifies the enhancement or
5 reduction. The Court just can't go ahead and allow the attorneys
6 to be in a rush to collect my money while in the process of
7 violating my Constitutional Rights. In this case, if an
8 allegation by Chase's attorney, Katie Weber is relied on by this
9 Court, a fraud upon the Court might have been committed, again -
10 (first time was on Doc.#63 - Motion for Summary Judgment by
11 Defendants Chase/MERS filed on 07/07/2011 - Robo-Signing on the
12 Allonge.)

13
14
15 **B.** In clarification for the Court, the Plaintiff has the
16 right to ask Chase's attorney, Katie Weber to swear under oath
17 and penalty of perjury that she possesses the Original Documents
18 and Legal Evidence proving what she alleges that my Loan was not
19 paid-off in Full on or about January 21, 2011 and that my final
20 Escrow Account has a balance of \$4,921.74 (remember this, I
21 never ask a question unless I know already the answer to).
22

23
24 As of today, Chase/MERS attorney, Katie Weber has failed to
25 prove that both Chase and MERS have the Constitutional Standing
26 in a Federal Court to have jurisdiction in dealing with my case.
27

28 Additionally, under Article 3 of the Uniform Commercial

1 Code (UCC) - is codified in NRS 104. 3101-3.605. - Birkland v.
2 Silver State Financial Services, Inc. No.:2:10-cv-00035-KJD-LRL,
3 2010 WL 3419372, at (D. Nev. Aug 25, 2010). The obligor on the
4 Note has the right to know the identity of the entity that is
5 "entitled to enforce" the Mortgage Note under Article 3, see NRS
6 104.3301.
7

8 C. Now, why in heavens name does Chase/MERS attorney, Katie
9 Weber try to dictate to me on how to manage my finances? What I
10 would suggest to Ms. Weber, is to ask her Law Firm to provide
11 courses for her to take on Modern Money Mechanics - The
12 Logistics of Mass Deception of The Federal Reserve System in
13 1913 before she makes comments on other people's financial
14 management skills. There is one thing I cannot stand is an
15 attorney who is unscrupulous and always lies. I believe what
16 goes around comes around at some point and the truth will win in
17 the end unless there is some kind of corruption that was
18 discovered somewhere.
19
20

21 D. If Chase/MERS attorney, Weber knows so much in regards
22 to the Plaintiff's Loan, why didn't she provide the information
23 needed during Discovery since I had written numerous of times
24 requesting the information? Ms. Weber must realize that "a party
25 having superior knowledge who takes advantage of anothers
26 ignorance of the law to deceive him by studied concealment or
27
28

1 misrepresentation can be held responsible for that conduct."

2 Fina Supply Inc. v. Abilene Nat. Bank, 726 S.W. 2d 537, 1987.

3
4 **E.** I want to make it very clear that Chase/MERS's attorney,
5 Katie Weber is deliberately drawing this Courts attention to her
6 own agenda instead of on the following main issues of why this
7 lawsuit was filed against her client in the first place where
8 she hasn't mentioned anything in any of her Responses to the
9 Court:

10 .Fraud

11 .Robo-Signer

12 .Loan Paid In Full

13 .Escrow Account in my name (Ms. Weber should communicate
14 with her client, Chase).

15 .By law, her client, Chase suppose to show an Accounting
16 of entries of the \$299,000.00

17 .Ms. Weber is unable to prove that her and her client have
18 Standing in this case

19 **F.** Again, I will point out that attorney, Katie Weber's
20 name does not appear on (Doc.#93) for attending the Settlement
21 Conference no matter what her colleagues or Magistrate Judge
22 Johnston may suggest otherwise. So, as far as I'm concerned she
23 is not entitled to any fees or expenses, P-E-R-I-O-D. In
24 addition, Sharon Green who represented Chase is not a person
25 with decision-making authority to Settle this case. As a result,
26 we cannot have meaningful Settlement discussions with her anyway
27 because it wastes time and energy upon everyone, especially the
28 Magistrate Judge.

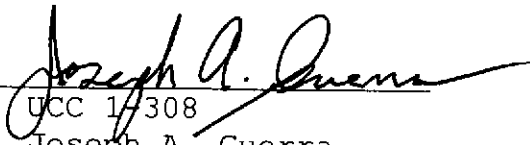
CONCLUSION

Plaintiff believes an Extension of Deadline to November 06, 2012 would be sufficient to settle any disputes among the Plaintiff and Defendants. This is Plaintiff's First Request for an Extension.

WHEREFORE, the Plaintiff requests that this Honorable Court Grant and Sign an Order Extending The Deadline from September 06, 2012 to November 06, 2012 for Sanction payments.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Respectfully submitted,


UCC 1-308
Joseph A. Guerra
Plaintiff in Pro Per

September 24, 2012
Date

CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2012, I mailed a copy of this **RESPONSE TO OPPOSITION OF DEFENDANTS CHASE/MERS TO PLAINTIFF'S MOTION FOR EXTENSION OF DEADLINE** to the following parties by First Class Mail:

James E. Murphy, Esq.
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